



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

January 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

THE COMMUNITY HEALTH PLAN – NURSE ADVICE LINE
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to execute Amendment No. 4 to the PASC-SEIU Homecare Worker Health Care Plan (PASC-SEIU IHSS) -Administrative Support Services Agreement No. H-213337, substantially similar to Exhibit I, between the County of Los Angeles, Department of Health Services' Community Health Plan (CHP) and the L.A. Care Health Plan (L.A. Care) to extend the Nurse Advice Line (NAL) effective February 1, 2005 and to continue on a month-to-month basis not to exceed six (6) months through July 31, 2005, at no additional cost to the County.
2. Approve and authorize the Director of Health Services, or his designee, to execute Amendment No. 3 to the Healthy Families Program (HFP) Network Agreement No. H-207959, substantially similar to Exhibit II, between the CHP and L.A.Care to extend the NAL effective February 1, 2005 and to continue on a month-to-month basis not to exceed six (6) months through July 31, 2005, at no additional cost to the County.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The NAL provides CHP members enrolled in the Healthy Families, or the PASC-SEIU IHSS Programs with free telephone medical services and referrals by specially trained and registered nurses, licensed physicians and surgeons, or physician assistants. Such advice and referrals reduce the number of unnecessary visits to hospitals and physicians by CHP members with minor illnesses and injuries. These conditions can be more efficiently addressed through telephonic information and referral.

On March 27, 2001, the Board approved a motion that instructed the Director of Health Services to seek the assistance of L.A. Care in an effort to improve the overall quality of the CHP. On June 26, 2002, the Board approved the Department of Health Services' (Department) strategic plan to redesign the County's health care delivery system. In compliance with the Board's instructions, CHP is recommending the extension of the NAL services to CHP members for a period not to exceed six (6) months.

FISCAL IMPACT/FINANCING:

L.A. Care will provide or arrange for the provision of the NAL services to CHP members under each Agreement through July 31, 2005, at no cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The CHP, a full-service Knox-Keene licensed and federally qualified Health Maintenance Organization (HMO), is the County's publicly operated HMO administered by the Department's Office of Managed Care (OMC).

Healthy Families Program Agreement

On January 7, 2003, the Board approved Agreement No. H-207959 with L.A. Care to become a CHP subcontractor for the provision of health care services to HFP members enrolled with CHP. On June 7, 2003, the Board approved an Agreement Amendment extending the term through December 31, 2005. L.A. Care subsequently terminated its direct HFP product line contract with MRMIB effective June 30, 2003 and began participation in the CHP HFP product line to provide health care delivery services effective July 1, 2003. On January 20, 2004, the Board approved an Agreement Amendment with L.A. Care to extend the provision of health care services to include the NAL services through January 31, 2005.

PASC-SEIU Homecare Worker Health Care Plan-Administrative Support Services Agreement

On January 8, 2002, the Board approved Agreement No. H-213337 with L.A. Care for the provision of administrative support services to CHP for the PASC-SEIU IHSS Program. On January 20, 2004, the Board approved an Agreement Amendment with L.A. Care to extend the provision of health care services to include NAL services through January 31, 2005. On June 29, 2004, the Board approved an Agreement Amendment extending the term through June 30, 2005.

Nurse Advice Line (NAL) Services

The two Amendments extend the term of the NAL services under the PASC-SEIU and HFP product lines for a period not to exceed six (6) months, through July 31, 2005. On December 14, 2004, the Board delegated authority to extend the term of the Medi-Cal Local Initiative services Agreement, or enter into a replacement Agreement through December 31, 2006, between CHP and L.A. Care, which included the provision of NAL services to Medi-Cal members and the County Temporary Employees Program product lines. The services will provide continued access by CHP members of all product lines to free telephonic medical services and referrals by specially trained registered nurses, licensed physicians and surgeons, or physician assistants. The Amendments provide for termination for convenience of NAL services with thirty (30) calendar days prior written notice. L.A. Care will continue to provide NAL to determine its cost effectiveness upon health care delivery on a Countywide basis.

On January 20, 2004, the Department advised the Board that a cost-benefit analysis would be conducted within six months during the initial term (February 1, 2004 through January 31, 2005) to assess whether the NAL services should continue to be performed by L.A. Care, County staff, or service provider under contract with the County. However, due to other pressing priorities, the Department was not able to promptly initiate the cost-benefit analysis. The Department is currently conducting the required cost-benefit analysis of the NAL services and anticipates completion by May 31, 2005.

Exhibits I and II have been approved as to form by County Counsel.

The Honorable Board of Supervisors
January 20, 2005
Page 3

CONTRACTING PROCESS:

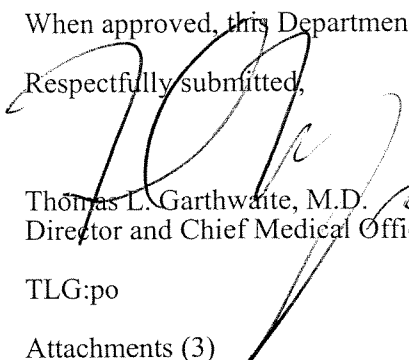
It is not appropriate to advertise Amendments on the Los Angeles County Online Website.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The NAL Program is an enhancement of services being provided to CHP members and will, along with all other ongoing services, continue uninterrupted.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:po

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLCD3564.po

SUMMARY OF AGREEMENTS

1. Types of Services:

Under each Amendment to the current Agreements, L.A. Care Health Plan (L.A. Care) will continue to provide NAL services for the benefit of all CHP members under the PASC-SEIU Homecare Worker Health Care Plan, Medi-Cal Managed Care Program, Healthy Families Program, and County Temporary Employees Program.

2. Agencies and Contact Persons:

L.A. Care Health Plan
555 West Fifth Street, 29th Floor
Los Angeles, CA 90013

Attention: Howard Kahn, CEO
Telephone: (213) 694-1250

3. Term:

The Amendments are effective February 1, 2005 and shall continue on a month-to-month basis not to exceed six (6) months through July 31, 2005. The Agreements may be terminated by either party without cause upon thirty (30) calendar days' prior written notice.

4. Financial Information:

Contractor will not charge nor receive reimbursement from the County for the provision of the NAL services.

5. Geographic Area To Be Served:

Countywide.

6. Accountable for Monitoring:

Dave Beck, Interim director

7. Approvals:

Office of Managed Care: Dave Beck, Interim Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Edward Morrissey, Deputy County Counsel

COUNTY OF LOS ANGELES - HEALTHY FAMILIES PROGRAM
HEALTH SERVICES AGREEMENT

Primary and Specialty / Hospital / Pharmaceutical Services /
Behavioral Health Services /
Health Plan Employer Data and Information Set /
Nurse Advice Line

AMENDMENT NO. 3

THIS AGREEMENT is made and entered into this _____ day of
_____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

L.A. CARE HEALTH PLAN
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"COUNTY OF LOS ANGELES - HEALTHY FAMILIES PROGRAM HEALTH SERVICES
AGREEMENT Primary and Specialty / Hospital / Pharmaceutical Services
/ Behavioral Health Services / Health Plan Employer Data and
Information Set", dated January 7, 2002 as amended and further
identified as Agreement No. H-207959 (hereafter "Agreement"); and

WHEREAS, the parties wish to extend the terms of the Nurse
Advice Line (NAL) services;

WHEREAS, the parties wish to provide for modifications and
additions to existing County standard provisions; and

WHEREAS, the Agreement provides that changes may be made in the
form of a written amendment which is formally approved and executed
by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on February 1, 2005 and shall continue on a month-to-month basis not to exceed six (6) months through July 31, 2005, which may be terminated without cause by either party upon thirty (30) calendar days prior written notice to the other party, unless terminated earlier pursuant to the provisions of this Agreement.

2. Agreement Paragraph 4, DESCRIPTION OF SERVICES, shall be revised to read as follows:

"4. DESCRIPTION OF SERVICES: Contractor agrees to provide the Program health services described herein in (a) Exhibit "A" DESCRIPTION OF SERVICES FOR THE HEALTHY FAMILIES PROGRAM FOR PRIMARY, SPECIALTY, HOSPITAL, AND PHARMACEUTICAL SERVICES, commencing July 1, 2003 and ending December 31, 2005; (b) Exhibit "B" DESCRIPTION OF SERVICES FOR THE HEALTHY FAMILIES PROGRAM FOR BEHAVIORAL HEALTH SERVICES, commencing April 1, 2003 and ending December 31, 2005; (c) Exhibit "C" DESCRIPTION OF SERVICES FOR THE HEALTHY FAMILIES PROGRAM FOR HEALTH PLAN EMPLOYER DATA AND INFORMATION SET, commencing effective on the date of Board execution and ending upon completion of such services but no later than December 31, 2005; and (d) Exhibit "G" DESCRIPTION OF SERVICES FOR THE HEALTHY FAMILIES PROGRAM FOR NURSE ADVICE LINE SERVICES, commencing upon Board approval and shall continue through January 31, 2005 and continuing thereafter on a month to month basis but not

to exceed July 31, 2005, attached hereto and incorporated herein by reference. With respect to NAL services, either party may terminate such services upon thirty (30) calendar days written notice to the other party."

3. Additional Provisions Paragraph 46, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised to read as follows:

"46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through County contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served

Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

4. Additional Provisions Paragraph 47, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised to read as follows:

"47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Additional Provisions Paragraph 46, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM immediately above, shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within Ninety (90) calendar days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Paragraph 3, SUSPENSION AND TERMINATION OF AGREEMENT, GENERAL, of the body of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

5. Additional Provisions Paragraph 48, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be revised to read as follows:

"48. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. The Los Angeles County Child Support Services Department will supply Contractor with the poster to be used."

6. Additional Provisions Paragraph 52, CONTRACTOR RESPONSIBILITY AND DEBARMENT, Subparagraphs C, E, F and G, shall be revised to read as follows:

"C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity."

"E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors."

"F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board."

"G. These terms shall also apply to subcontractors/
subconsultants of County Contractors."

7. Additional Provisions Paragraph 54, COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, shall be revised to read as follows:

"54. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any

way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA."

8. Additional Provisions Paragraph 56, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be revised to read as follows:

"56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Fact Sheet is attached hereto and incorporated herein by reference and is also available on the Internet at www.babysafela.org for printing purposes."

9. Paragraph 57, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the Additional Provisions, as follows:

"57. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

10. Paragraph 58, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIONS-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), shall be added to the Additional Provisions, as follows:

"58. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended,

debarred, ineligible, or excluded or whose principals are suspended, debarred, eligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, eligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, eligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, eligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

11. Paragraph 59, NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Additional Provisions, as follows:

"59. NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/

TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized offices, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

L.A. CARE HEALTH PLAN

by _____
Howard A. Kahn
Chief Executive Officer

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3562.PO

**PASC-SEIU HOMECARE WORKER HEALTH CARE PLAN
("HEALTH CARE PLAN")**

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AGREEMENT is made and entered into this _____ day of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

L.A. CARE HEALTH PLAN
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PASC-SEIU Homecare Worker Health Care Plan ("Health Care Plan") - Administrative Support Services Agreement", dated January 8, 2002 as amended and further identified as Agreement No. H-213337 (hereafter "Agreement"); and

WHEREAS, the parties wish to extend the terms of the Nurse Advice Line (NAL) services;

WHEREAS, the parties wish to provide for modifications and additions to existing County standard provisions; and

WHEREAS, the Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on February 1, 2005 and shall continue on a month-to-month basis not to exceed

six (6) months through July 31, 2005, which may be terminated without cause by either party upon thirty (30) calendar days prior written notice to the other party, unless terminated earlier pursuant to the provisions of this Agreement.

2. Agreement Paragraph 1, TERM, shall be revised to read as follows:

"2. Except as set forth below and subject to earlier termination as set forth in this Agreement, the term of this Agreement shall be effective January 8, 2002 through June 30, 2005. With respect to Nurse Advice Line services as set forth in Exhibit G, services shall be provided commencing upon Board approval and shall continue through January 31, 2005 and continuing thereafter on a month to month basis but not to exceed July 31, 2005. The provision of NAL services may be terminated by either party upon thirty (30) calendar days written notice to the other party."

3. Additional Provisions Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised to read as follows:

"35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: The Contractor acknowledges that the County has established a goal of

ensuring that all individuals who benefit financially from the County through County contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

4. Additional Provisions Paragraph 36, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised to read as follows:

"36. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Additional Provisions Paragraph 46, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM immediately above, shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within Ninety (90) calendar days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Paragraph 3, SUSPENSION AND TERMINATION OF AGREEMENT, GENERAL, of the body of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

5. Additional Provisions Paragraph 37, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be revised to read as follows:

"37. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S
COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the

enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. The Los Angeles County Child Support Services Department will supply Contractor with the poster to be used."

6. Additional Provisions Paragraph 40, CONTRACTOR RESPONSIBILITY AND DEBARMENT, Subparagraphs C, E, F and G, shall be revised to read as follows:

"C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates lack of business integrity or business honesty, or (4) made or

submitted a false claim against County or any other public entity."

"E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors."

"F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board."

"G. These terms shall also apply to subcontractors/subconsultants of County Contractors."

7. Additional Provisions Paragraph 42, COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, shall be revised to read as follows:

"42. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied,

and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA."

8. Paragraph 46, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIONS-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), shall be added to the Additional Provisions, as follows:

"46. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are

suspended, debarred, eligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, eligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, eligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, eligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

9. Paragraph 47, NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Additional Provisions, as follows:

"47. NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/

TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
offices, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

L.A. CARE HEALTH PLAN

By _____
Howard A. Kahn
Chief Executive Officer

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3561.PO